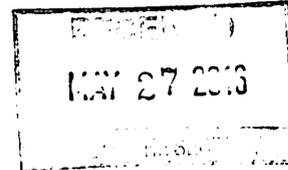


1
2 **UNITED STATES OF AMERICA**
3 **Before the**
4 **SECURITIES AND EXCHANGE COMMISSION**



10 In the Matter of:

11 BioElectronics Corporation
12 IBEX, LLC
13 St. John's LLC
14 Andrew J. Whelan, CPA
15 Robert P. Bedwell, CPA

16 Respondents.

Administrative Proceeding
File No. 3-17104

**DECLARATION OF
PATRICIA WHELAN**

17
18
19 Stanley C. Morris
20 **CORRIGAN & MORRIS LLP**
21 201 Santa Monica Blvd., Suite 475
22 Santa Monica, CA 90401
23 scm@cormorllp.com
24 310.394.2828
25 310.394.2825

Attorneys for Respondents

1 I, Patricia Whelan, declare and state as follows:

2 1. I have personal knowledge of the facts set forth herein, and if called as a witness,
3 I would testify competently thereto.

4 2. I respectfully submit this declaration in support of Respondents' Motion for
5 Summary Disposition.

6 3. At the time the transactions identified in the More Definitive Statement were
7 made and to this day, I am the wife of Andrew Whelan.

8 4. I formed St. John's LLC in 2009. During the relevant time period, I was married
9 to Andrew Whelan Chief Executive Officer of BioElectronics Corporation ("BIEL"). The sole
10 compensation Andrew Whelan received for his services, as CEO of BIEL, is \$150,000 per year
11 paid to St. John's. Since 2009, BIEL has paid St. John's just \$71,700 in cash and the balance in
12 convertible notes for Andrew Whelan's services. St. John's also loaned \$1.5 million to BIEL in
13 exchange for convertible notes.

14 5. The More Definitive Statement details the issuance by BIEL to St. John's of
15 91,808,086 shares on June 20, 2012. Those shares were issued upon the conversion of
16 convertible notes acquired by St. John's on June 30, 2010 (\$95,794.67) and August 31, 2010
17 (\$61,108.82). Attached hereto at **Exhibit 1** are true and correct copies of those 2010 convertible
18 promissory notes issued to S. Johns that were converted in June 2012 to approximately 91
19 million BIEL shares.

20 6. Around the time St. Johns elected to convert those promissory notes, Alexander
21 E.. Kuhne, Esq. drafted his opinion letter opining that those 91,808,056 BIEL shares were
22 exempt from registration under Rule 144. Attached hereto at **Exhibit 2** is a true and correct copy
23 of Mr. Kuhne's legal opinion.

24 //

25 //

1 7. All but 10 million shares of those 91,808,056 shares owned by St. John's were
2 liquidated through a SEC registered broker-dealer from March 26, 2013, through March 6, 2014,
3 generating \$404,613 in proceeds. Attached hereto at **Exhibit 3** are true and correct copies of
4 documents from St. John's SEC registered broker-dealer reflecting its receipt and sale of St.
5 John's BIEL shares.

6 8. Thus, the first of St. John's sales occurred **34 months after the June 2010 note**
7 **issuance** on March 26, 2013. Nine months later, on December 27, 2013, the next shares were
8 sold. St. John's still holds 10 million of the BIEL conversion shares generated from the June
9 2012 conversion of such 2010 notes.

10 9. The first three transactions listed on the More Definitive Statement are: March 26,
11 2013, 2,598,508 shares; December 27, 2013, 4,228,212 shares; and February 25, 2014,
12 20,981,366 shares.

13 10. On November 19, 2012, BIEL's financial statements published on OTC Markets'
14 web site reflect outstanding shares of 2,655,448,291 shares.

15 11. One percent of the outstanding shares was 26,554,482 shares. The 2,598,508 sold
16 on March 26, 2013 was less than 10% of the 26,554,482 shares that could have been sold under
17 Rule 144(e)(1)(i). It is noteworthy that St. John's could have been selling 1% of the outstanding
18 stock volume each quarter from July 2011 through March 2013, a total of approximately
19 175,000,000 shares!

20 12. St. John's had been deliberately constrained through March 2013 and remained so
21 restrained. For the next nine months, St. John's did not sell a share of BIEL stock.

22 13. St. John's sold only 4,228,212 shares on December 27, 2013. On November 15,
23 2013, BIEL's financial statements published on OTC Markets' web site, reflects outstanding
24 shares of 3,447,263,126. One percent of the outstanding shares was 34,472,631 shares. The
25 4,228,212 shares sold December 27, 2013 by St. John's was less than 13% of the 34,472,631
shares that could have been sold under Rule 144(e)(1)(i). On February 25, 2014, St. John's sold

1 20,981,366. The total of the foregoing two sales within three months was approximately 24
2 million shares. Still, that amount was only 73% of the 34,472,631 shares that could have been
3 sold under Rule 144(e)(1)(i).

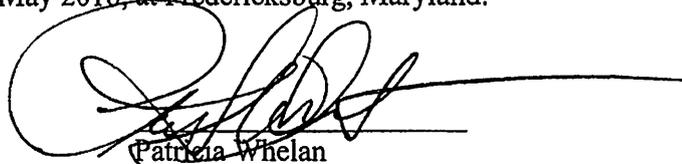
4 14. Shares sold December 27, 2013 through March 6, 2014, totaling 79,209,578
5 shares, exceeded the permissible limits of Rule 144(e)(1)(i), but is well within the statutory limits
6 in Rule 144(e)(1)(ii). Looking back four weeks, and then taking the average weekly volume of
7 shares traded during that period, reflects that 4,080,306,831 shares were traded -- an average
8 weekly trading volume of 1,020,076,710 shares. Because Rule 144(e) expressly states that the
9 limitation is the "greater of" the following subparagraphs (i), (ii) and (iii), and because 79
10 million is less than 8% of the applicable volume limit of over a billion shares, St. John's appears
11 to have complied with the leak-out provisions applicable to subparagraph (e) applicable to
12 affiliate transactions.

13 15. Not only was there a legal opinion covering the shares sold, but each transaction
14 was approved by St. John's broker's compliance personnel before the broker would execute the
15 transactions.

16 16. St. John's has filed its Form 144 with respect to each of the sales referenced in the
17 More Definite Statement.

18 I declare under penalty of perjury under the laws of the United States that the foregoing is
19 true and correct.

20 Executed this 25th day of May 2016, at Fredericksburg, Maryland.

21 
22 Patricia Whelan

CONVERTIBLE PROMISSORY NOTE-COMMON STOCK

\$95,794.67

Frederick, Maryland
June 30, 2010

FOR VALUE RECEIVED, subject to the terms and conditions hereinafter set forth, the undersigned, BIOELECTRONICS CORPORATION, a Maryland corporation (the "Company" or the "Borrower"), promises to pay to the order of St. Johns, L.L.C, a Virginia limited liability corporation (the "Holder"), at its office at 20417 Plainfield Street, Ashburn, Virginia or such other address as the Holder shall specify in writing to the Borrower, in immediately available funds, the principal amount of Ninety Five Thousand Seven Hundred Ninety Four and 67/100 (\$95,794.67) plus simple interest at the rate of Eight Percent (8%) per annum.

SECTION 1. PAYMENT OBLIGATION. If not sooner converted into "Common Stock" of the Company in accordance with Section 2 below, the principal amount and all accumulated interest of this Convertible Promissory Note shall be due and payable on June 30, 2012 (the "Maturity Date"). The outstanding principal balance hereunder shall begin to bear interest from date this Convertible Promissory Note is executed and shall continue until paid in full.

SECTION 2. CONVERSION.

2.1 At any time the Holder shall, at its option, be entitled to receive in lieu of payment of the indebtedness evidenced hereby, a number of shares of "Common Stock" (as defined below) equal to the quotient of (i) a sum equal to the entire outstanding principal and interest of this Convertible Promissory Note, divided by (ii) the "Conversion Price" of One cents (\$.01) per share.

2.2 Issuance of Certificates. As promptly after the Conversion Date as reasonably practicable, the Company shall instruct its transfer agent to issue and deliver to the Holder at the address of the Holder set forth on the Company's records, without any charge to the Holder, a certificate or certificates (issued in the name of the Holder or, subject to the provisions of Section hereof, in such name as the Holder may designate) for the number of full shares of Common Stock of the Company issuable upon the conversion of this Convertible Promissory Note.

2.3 Status on Conversion. Upon conversion of this Convertible Promissory Note, the Holder shall be deemed to have become the stockholder of record of the shares of Common Stock into which this Convertible Promissory Note is converted on the Conversion Date.

2.4 Effect of Reclassification. Consolidation, Merger, etc. In case of the reclassification or change of outstanding shares of Common Stock, or in the case of any consolidation or merger of the Company with or into a corporation, or in the case of a sale or conveyance to another corporation of all or substantially all of the assets of the Company, this Convertible Promissory Note shall be convertible into the kind and number of shares of stock and/or other securities or property receivable upon such reclassification, change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock into which this Convertible Promissory Note might have been converted immediately before the time of determination of the stockholders of the Company entitled to receive such shares of stock and/or other securities of

property. The Company shall be obligated to retain and set aside, or otherwise make fair provision for exercise of the right of the Holder to receive, the shares of stock and/or other securities or property provided for in this Section 2.4.

SECTION 3. SECURITY.

This Convertible Promissory Note is secured by a Security Agreement of even date herewith (the "Security Agreement") among the Borrower and the Holder. Reference hereby is made to the Security Agreement for a description of the collateral pledged pursuant thereto, and any holder of this Convertible Promissory Note is entitled to the benefit of the security interest provided therein.

SECTION 4. PREPAYMENT.

The principal amount of this Convertible Promissory Note may not be prepaid, in whole or in part, without the written consent of the Holder.

SECTION 5. DEFAULTS AND REMEDIES.

5.1 Events of Default. If the Borrower shall fail to pay any amount due under this Convertible Promissory Note within two days of the date when due, the Holder may, at its sole option, declare the entire amount of principal and accrued, unpaid interest on this Convertible Promissory Note immediately due and payable, by written notice to the Borrower, in which event the Borrower immediately shall pay to the Holder the entire unpaid principal balance of this Convertible Promissory Note together with accrued, unpaid interest thereon to the date of such payment.

5.2 Waivers. The Borrower waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of acceleration, notice of protest and nonpayment, notice of costs, expenses or losses and interest thereon, notice of interest on interest and delinquency in taking any action to collect any sums owing under this Convertible Promissory Note or in a proceeding against any of the rights or interests in or to properties securing payment of this Convertible Promissory Note.

SECTION 6. MISCELLANEOUS.

6.1 Notices. Any and all notices, requests, demands, designations, consents, offers, acceptances or any other communications to be given by any party to any other party under the terms and conditions of this Convertible Promissory Note shall be in writing and personally delivered, or sent by first class mail, registered or certified, postage pre-paid, or sent by reputable overnight courier service, facsimile, teletype or telex, addressed as follows, or to such other address as may be designated in writing by the party to which notice is to be sent:

If to the Borrower, to:

BioElectronics Corporation
4539 Metropolitan Court
Frederick, Maryland 21704
Attention: Chief Financial Officer



If to the Holder, to:

St. Johns LLC
20417 Plainfield Street
Ashburn, VA 20147
Attention: Kelly Lorenz

6.2 Successors. All the covenants, agreements, representations and warranties contained in this Convertible Promissory Note shall bind the parties hereto and their respective heirs, executors, administrators, distributees, successors and assigns.

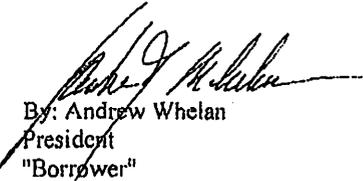
6.3 Governing Law. This Convertible Promissory Note is delivered in the State of Maryland and shall be construed and enforced in accordance with, and governed by, the laws of the State of Maryland without application of the conflict of laws provisions or principles thereof. All persons and entities in any manner obligated under this Convertible Promissory Note hereby consent to the jurisdiction of any federal or state court within the State of Maryland having proper venue, and also consent to service of process by any means authorized by federal or Maryland law.

6.4 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Convertible Promissory Note or the rights and duties of the parties in relation hereto, the prevailing party will be entitled, in addition to any other relief granted, to all costs and expenses incurred by such prevailing party, including, without limitation, all reasonable attorneys' fees.

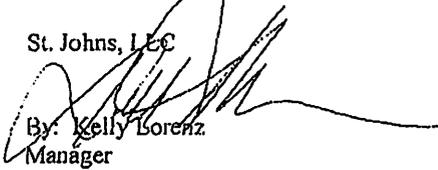
6.5 Time of the Essence. Time is of the essence with respect to every provision hereof.

IN WITNESS WHEREOF, the parties have executed this Revolving Convertible Promissory Note as of the date first above written.

BioElectronics Corporation


By: Andrew Whelan
President
"Borrower"

ACCEPTED AND AGREED AS OF
THE DATE FIRST ABOVE WRITTEN:

St. Johns, LLC

By: Kelly Lorenz
Manager
"Holder"

CONVERTIBLE PROMISSORY NOTE-COMMON STOCK

\$61,108.82

Frederick, Maryland
August 31, 2010

FOR VALUE RECEIVED, subject to the terms and conditions hereinafter set forth, the undersigned, BIOELECTRONICS CORPORATION, a Maryland corporation (the "Company" or the "Borrower"), promises to pay to the order of St. Johns, LLC, a Virginia limited liability corporation (the "Holder"), at its office at 20417 Plainfield Street, Ashburn, Virginia or such other address as the Holder shall specify in writing to the Borrower, in immediately available funds, the principal amount of Sixty One Thousand One Hundred Eight and 82/100 (\$61,180.82) plus simple interest at the rate of Eight Percent (8%) per annum.

SECTION 1. PAYMENT OBLIGATION. If not sooner converted into "Common Stock" of the Company in accordance with Section 2 below, the principal amount and all accumulated interest of this Convertible Promissory Note shall be due and payable on August 31, 2012 (the "Maturity Date"). The outstanding principal balance hereunder shall begin to bear interest from date this Convertible Promissory Note is executed and shall continue until paid in full.

SECTION 2. CONVERSION.

2.1 At any time the Holder shall, at its option, be entitled to receive in lieu of payment of the indebtedness evidenced hereby, a number of shares of "Common Stock" (as defined below) equal to the quotient of (i) a sum equal to the entire outstanding principal and interest of this Convertible Promissory Note, divided by (ii) the "Conversion Price" of Seven One Hundredths of One cent (\$.007) per share.

2.2 Issuance of Certificates. As promptly after the Conversion Date as reasonably practicable, the Company shall instruct its transfer agent to issue and deliver to the Holder at the address of the Holder set forth on the Company's records, without any charge to the Holder, a certificate or certificates (issued in the name of the Holder or, subject to the provisions of Section hereof, in such name as the Holder may designate) for the number of full shares of Common Stock of the Company issuable upon the conversion of this Convertible Promissory Note.

2.3 Status on Conversion. Upon conversion of this Convertible Promissory Note, the Holder shall be deemed to have become the stockholder of record of the shares of Common Stock into which this Convertible Promissory Note is converted on the Conversion Date.

2.4 Effect of Reclassification. Consolidation, Merger, etc. In case of the reclassification or change of outstanding shares of Common Stock, or in the case of any consolidation or merger of the Company with or into a corporation, or in the case of a sale or conveyance to another corporation of all or substantially all of the assets of the Company, this Convertible Promissory Note shall be convertible into the kind and number of shares of stock and/or other securities or property receivable upon such reclassification, change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock into which this Convertible Promissory Note might have been converted immediately before the time of determination of the stockholders of the Company entitled to receive such shares of stock and/or other securities or

property. The Company shall be obligated to retain and set aside, or otherwise make fair provision for exercise of the right of the Holder to receive, the shares of stock and/or other securities or property provided for in this Section 2.4.

SECTION 3. SECURITY.

This Convertible Promissory Note is secured by a Security Agreement of even date herewith (the "Security Agreement") among the Borrower and the Holder. Reference hereby is made to the Security Agreement for a description of the collateral pledged pursuant thereto, and any holder of this Convertible Promissory Note is entitled to the benefit of the security interest provided therein.

SECTION 4. PREPAYMENT.

The principal amount of this Convertible Promissory Note may not be prepaid, in whole or in part, without the written consent of the Holder.

SECTION 5. DEFAULTS AND REMEDIES.

5.1 Events of Default. If the Borrower shall fail to pay any amount due under this Convertible Promissory Note within two days of the date when due, the Holder may, at its sole option, declare the entire amount of principal and accrued, unpaid interest on this Convertible Promissory Note immediately due and payable, by written notice to the Borrower, in which event the Borrower immediately shall pay to the Holder the entire unpaid principal balance of this Convertible Promissory Note together with accrued, unpaid interest thereon to the date of such payment.

5.2 Waivers. The Borrower waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of acceleration, notice of protest and nonpayment, notice of costs, expenses or losses and interest thereon, notice of interest on interest and delinquency in taking any action to collect any sums owing under this Convertible Promissory Note or in a proceeding against any of the rights or interests in or to properties securing payment of this Convertible Promissory Note.

SECTION 6. MISCELLANEOUS.

6.1 Notices. Any and all notices, requests, demands, designations, consents, offers, acceptances or any other communications to be given by any party to any other party under the terms and conditions of this Convertible Promissory Note shall be in writing and personally delivered, or sent by first class mail, registered or certified, postage pre-paid, or sent by reputable overnight courier service, facsimile, teletype or telex, addressed as follows, or to such other address as may be designated in writing by the party to which notice is to be sent:

If to the Borrower, to:

BioElectronics Corporation
4539 Metropolitan Court
Frederick, Maryland 21704
Attention: Chief Financial Officer



If to the Holder, to:

St. Johns LLC
20417 Plainfield Street
Ashburn, VA 20147
Attention: Kelly Lorenz

6.2 Successors. All the covenants, agreements, representations and warranties contained in this Convertible Promissory Note shall bind the parties hereto and their respective heirs, executors, administrators, distributees, successors and assigns.

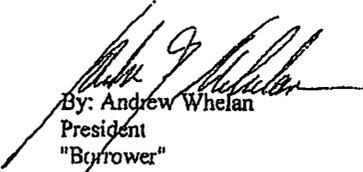
6.3 Governing Law. This Convertible Promissory Note is delivered in the State of Maryland and shall be construed and enforced in accordance with, and governed by, the laws of the State of Maryland without application of the conflict of laws provisions or principles thereof. All persons and entities in any manner obligated under this Convertible Promissory Note hereby consent to the jurisdiction of any federal or state court within the State of Maryland having proper venue, and also consent to service of process by any means authorized by federal or Maryland law.

6.4 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Convertible Promissory Note or the rights and duties of the parties in relation hereto, the prevailing party will be entitled, in addition to any other relief granted, to all costs and expenses incurred by such prevailing party, including, without limitation, all reasonable attorneys' fees.

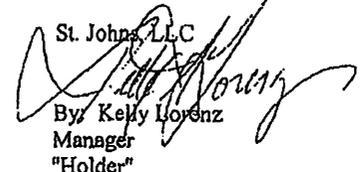
6.5 Time of the Essence. Time is of the essence with respect to every provision hereof.

IN WITNESS WHEREOF, the parties have executed this Revolving Convertible Promissory Note as of the date first above written.

BioElectronics Corporation


By: Andrew Whelan
President
"Borrower"

ACCEPTED AND AGREED AS OF
THE DATE FIRST ABOVE WRITTEN:


St. Johns LLC
By: Kelly Lorenz
Manager
"Holder"

1531 - BioElectronics Corporation
Stock Transfer - Final Transaction Report

3/15/13 1:24 pm
 Page 1 of 1

Control Ticket Number: STTK00000018689
 Type of Stock being Transferred: CS1
 Paper certifs being Transferred from 1
 Paper certifs being Transferred to: 1
 CBRS Firm Type: DTCPRY ID: 00008072
 Account #: CB Control ID: CLOG18689

Transaction Number: 442
 Total Shares: 91,808,086
 Transfer Date: 03/15/13
 Sale Amt/share: \$ 0.00000
 Received From: ALPINE
 Received: 03/15/13 at 13:22 Tran Type: Routine Item Count: 1
 How Received:
 Sent: 03/15/13 at 13:24 How Sent: FEDEX
 Outgoing Tracking Number: 799290955845

---Transfer From---				---Transfer To---			
Line #	Shareholder	Certificate Number	Number of Shares	Line #	Shareholder	Certificate Number	Shares per Certif
1	193 ST. JOHN, LLC	CS1 8445	91,808,086	1	1 ALPCO	CS1 9252	91,808,086
			91,808,086		Number of new certs: 1		91,808,086

1531.442
18689

Completed By: CDE Report Run By: CDE 03/15/13 1:24:54 pm

Certification of Corporate Authorization (General)

(See Rules 198 and 199 of Rules of Board of Governors of New York Stock Exchange)

I, Patricia A. Whelan being duly constituted Secretary of St. Johns, LLC, a corporation organized and existing under and by virtue of the Laws of the State of Virginia (hereinafter called this Corporation) do hereby certify that the following is a true and complete copy of resolutions duly adopted at a meeting of the Board of Directors of this Corporation, duly called and held on November 30, 2019, at which a quorum was present and voting; that said resolutions are still in full force and effect and have not been rescinded; and that said resolutions are not in conflict with the Charter or By-Laws of this Corporation:

RESOLVED: That any of the following officers, to wit: Patricia A. Whelan of this Corporation by, and they hereby are, fully authorized and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidences of indebtedness or other securities now or hereafter standing in the name of or owned by this Corporation, and to make, execute and deliver, under the corporate seal of this Corporation or otherwise, any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

FURTHER RESOLVED: That whenever there shall be annexed to any instrument of assignment and transfer, executed pursuant to and in accordance with the foregoing resolution, a certificate of the Secretary or an Assistant Secretary of this Corporation in office at the date of such certificate, and such certificate shall set forth these resolutions and shall state that these resolutions are in full force and effect, and shall also set forth the names of persons who are then officers of this Corporation, then all persons to whom such instrument with the annexed certificate shall thereafter come, shall be entitled, without further inquiry or investigation and regardless of the date of such certificate, to assume and to act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by this Corporation and that with respect to such securities and authority of these resolutions and of such officers is still in full force and effect.

I further certify that the following is a true and correct list of the present officers of this Corporation:

Patricia A. Whelan President _____ Secretary
[Signature] Vice Pres. _____ Treasurer

Date 11-29-19

(Signature of Secretary)

(Seal)

Signature Guaranteed:
[Signature]


ALPINE SECURITIES
Stock Brokerage & Investment Company

March 13, 2013

Olde Monmouth Stock Transfer
 200 Memorial Parkway
 Atlantic Highlands, NJ 07716

Transfer Instructions

CUSIP: 09062H 108 Security Name: BioElectronics Corp

Certificates to Cancel

<u>Description:</u>	<u>Date:</u>	<u>Certificates:</u>	<u>Denomination:</u>
St. John, LLC	6/20/2012	8445	91,808,086

Certificates to Issue

<u>Account Name:</u>	<u>ID:</u>	<u>Denominations:</u>	<u>Fees:</u>
ALPCO	87-0403873	91,808,086	40.00
440 East 400 South SLC, UT 84111		Cancel Fee	20.00

Totals:	91,808,086	60.00
----------------	------------	-------

Instructions: Please Transfer
Account #: 999999980

Alpine use only: Break-Downs

*** Please call if Payment is incorrect***

Please remit certificates after transfer via FedEx back to:

Alpine Securities
 440 East 400 South
 Salt Lake City, UT 84111
 Tel# 801-355-5588
 FedEx # 121560747

RECEIVED

MAR 15 2013

Olde Monmouth
 Stock Transfer

ALEXANDER E. KUHNE, P.C.
ATTORNEY AND COUNSELOR AT LAW
330 EAST MAPLE ROAD, SUITE 289
BIRMINGHAM, MICHIGAN 48009-6313
248.644.4539 • FAX 248.646.8337 • LEXKUHNE@GMAIL.COM

June 19, 2012

Olde Monmouth Stock Transfer Co., Inc.
C/o Mr Chris Troster, President
200 Memorial Parkway
Atlantic Highlands, New Jersey 07716

RE: BioElectronics Corporation (BIEL)
Opinion of Counsel regarding Conversion of Debt to Common Shares
Debt Holder: St Johns LLC

Dear Mr. Troster:

This opinion is rendered in connection with the issuance of 91,808,086 shares of the common stock of BioElectronics Corporation ("BIEL"), which are being converted from debt owed by BIEL to St. Johns LLC.

St. Johns LLC acquired the debt upon BIEL issuing to it two (2) Convertible Promissory Notes: (a) in the amount of \$95,794.67 on June 30, 2010 [Exhibit 1]; and (b) in the amount of \$61,108.82 on August 21, 2010 [Exhibit 2]. The conversion price stated in the Notes was subsequently amended by BIEL to .002 per share of its Common Stock [Exhibit 3]. BIEL has received from St. Johns a notice of intent to convert the debt (including interest), which will result in the issuance of 91,808,086 common shares.

In formulating this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, agreements, certificates, corporate records and other instruments as I have deemed necessary or appropriate for purposes of this opinion, including the attached Exhibits.

In such examination, I have assumed the legal capacity of all natural persons, the genuineness of all signatures on all documents examined by me, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as facsimile, electronic, certified and or photostatic copies, the authenticity of the originals of such latter documents, and the correctness of all representations made therein. I have further assumed that there are no agreements or understandings contemplated therein other than those contained in the documents listed above. I have also investigated such other matters of law and fact, and have examined such other documents, as I have deemed necessary in connection with the rendering of this opinion.

Based upon the foregoing, I am of the following opinion:

Old Monmouth Stock Transfer Co., Inc:
June 19, 2012
Page 2

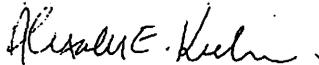
- 1) The June 30, 2010 Convertible Promissory Note [Exhibit 1] was executed and delivered on that date.
- 2) The August 31, 2010 Convertible Promissory Note [Exhibit 2] was executed and delivered on that date.
- 3) BIEL's most current financial information available at OTCMarkets.com is current and reflects the existence of the above-referenced note.
- 4) St Johns LLC does have at least one member who, within the past 90 days, could be considered an Affiliate, as that term is defined in Rule 144, of BIEL, though such member is not a party to any contract with BIEL that would imply that they control BIEL.
- 5) The condition of Rule 144(d)(1)(ii), promulgated under the Securities Act of 1933 (the "Securities Act") respecting the one-year holding period for the Note, has been satisfied on its face;
- 6) BIEL states that it is not a shell corporation as defined in Rule 405 promulgated under the Securities Act.
- 7) In response to the request by the St. Johns, the issuance of the converted 91,808,086 BIEL shares to St. Johns LLC, pursuant to its conversion, would be exempt from the registration requirements of the Securities Act.
- 8) All of the Transferred Shares are duly authorized, fully paid and non-assessable.

In conclusion, it is the opinion of this firm that the above-referenced shares are freely tradable and salable as a Brokers' Transaction, as defined by Rule 144(f)(1)(i), and pursuant to Rule 144(g), and that they should be issued without any Rule 144 restriction imprinted on the certificate.

Should you have any inquiries regarding this matter, please do not hesitate to contact this office.

Very Truly Yours,

ALEXANDER E. KUHNE, P.C.



Alexander E. Kuhne

AEK/hbs

Exhibits (3)

EX 00 - BIEL-ST JOHNS DEBT CONVERT LTR 120619

Alpine 3/13/2014 11:00 AM

BALANCE POSITION PROXY & LOGS SPREADSHEET C/CFES WATCH LIST
 SUMMARY ACTIVITY REQUIREMENTS PORTFOLIO REPORTS ACCOUNT STATEMENTS LOGOFF

Choose your Account:
 674299245 - ST JOHN'S LIC Allocation: PATRICIA A WHELAN MANAGE
 Financial Consultant:
 Salvadoro Tammaro (800)888-6666
 (212) 300-0076
 Credit Information:
 LLC
 074019145
 NY

ACCOUNT ACTIVITY
 From: 3/24/12 To: 3/26/14
 Position Activity Cash Activity
 Annuity just sweep? All Account Types?
 Search Clear Search

POSITION ACTIVITY: Grid Lines?

Account Type	Date	Transaction Type	Symbol	Description	Print Quantity	Quantity	Current Quantity	Executed Price	Trade Amount	Additional Information	CUSIP
CASH	01/24/2013	STOCK RECEIPT	BDEL	BIOELECTRONICS CP	0	91,808,086	91,808,086	0	0.00	08445 6-20-12, MISSING CR-EV05445 6-20-12, MISSING CR-BV	09062H108
CASH	03/25/2013	SELL	BDEL	BIOELECTRONICS CP	89,715,436	-505,858	89,209,578	0.005	(\$2,322.40)		09062H108
CASH	03/26/2013	SELL	BDEL	BIOELECTRONICS CP	91,808,086	-2,042,850	89,715,436	0.005	(\$9,748.41)		09062H108
CASH	12/22/2013	SELL	BDEL	BIOELECTRONICS CP	89,209,578	-4,248,242	84,961,366	0.005	(\$4,931.70)		09062H108
CASH	02/25/2014	SELL	BDEL	BIOELECTRONICS CP	84,961,366	-20,981,356	64,000,000	0.005	(\$98,041.11)		09062H108
CASH	03/03/2014	SELL	BDEL	BIOELECTRONICS CP	47,000,000	-1,000,000	46,000,000	0.006	(\$5,564.64)		09062H108
CASH	03/03/2014	SELL	BDEL	BIOELECTRONICS CP	64,000,000	-17,000,000	47,000,000	0.009925085	(\$94,568.40)	Average Reported Price	09062H108
CASH	03/04/2014	SELL	BDEL	BIOELECTRONICS CP	31,000,000	-3,000,000	30,000,000	0.005	(\$15,380.36)		09062H108
CASH	03/04/2014	SELL	BDEL	BIOELECTRONICS CP	34,000,000	-1,000,000	33,000,000	0.005	(\$4,910.45)	Average Reported Price	09062H108
CASH	03/04/2014	SELL	BDEL	BIOELECTRONICS CP	35,000,000	-1,000,000	34,000,000	0.0054	(\$5,022.65)	Average Reported Price	09062H108
CASH	03/04/2014	SELL	BDEL	BIOELECTRONICS CP	38,000,000	-3,000,000	35,000,000	0.0054	(\$15,662.75)		09062H108
CASH	03/04/2014	SELL	BDEL	BIOELECTRONICS CP	39,000,000	-1,000,000	38,000,000	0.0059	(\$5,471.44)		09062H108
CASH	03/04/2014	SELL	BDEL	BIOELECTRONICS CP	44,000,000	-5,000,000	39,000,000	0.0056	(\$20,809.47)		09062H108
CASH	03/04/2014	SELL	BDEL	BIOELECTRONICS CP	46,000,000	-2,000,000	44,000,000	0.0045	(\$12,409.82)		09062H108
CASH	03/05/2014	SELL	BDEL	BIOELECTRONICS CP	30,000,000	-5,000,000	25,000,000	0.0055	(\$25,467.07)		09062H108
CASH	03/06/2014	SELL	BDEL	BIOELECTRONICS CP	15,000,000	-5,000,000	10,000,000	0.005	(\$21,229.81)		09062H108
CASH	03/06/2014	SELL	BDEL	BIOELECTRONICS CP	20,000,000	-5,000,000	15,000,000	0.005	(\$22,320.81)		09062H108
CASH	03/06/2014	SELL	BDEL	BIOELECTRONICS CP	25,000,000	-5,000,000	20,000,000	0.005	(\$23,329.81)		09062H108



ACTIVEX CONNECTIONS
 ANTI-VIRUS SOFTWARE
 SECURITIES / PATRICIA A WHELAN / ST JOHN'S LIC / 03/13/2014 11:00 AM / 11:00 AM
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ALPINE SECURITIES
Stock Brokerage & Investment Company

March 13, 2013

Olde Monmouth Stock Transfer
 200 Memorial Parkway
 Atlantic Highlands, NJ 07716

Transfer Instructions

CUSIP: 09062H 108 Security Name: BioElectronics Corp

Certificates to Cancel

<u>Description:</u>	<u>Date:</u>	<u>Certificates:</u>	<u>Denomination:</u>
St. John, LLC	6/20/2012	8445	91,808,086

Certificates to Issue

<u>Account Name:</u>	<u>ID:</u>	<u>Denominations:</u>	<u>Fees:</u>
ALPCO	87-0403873	91,808,086	40.00
440 East 400 South SLC, UT 84111		Cancel Fee	20.00

Totals: 91,808,086 60.00

**Instructions: Please Transfer
 Account #: 999999980**

Alpine use only: Break Down

*** Please call if Payment is incorrect***

Please remit certificates after transfer via FedEx back to:

Alpine Securities
 440 East 400 South
 Salt Lake City, UT 84111
 Tel# 801-355-5588
 FedEx # 121560747

RECEIVED

MAR 15 2013

Olde Monmouth
 Stock Transfer

440 East 400 South | Salt Lake City, UT 84111
 p (801) 355-5588 | f (801) 355-5742 | toll free (800) 274-5588 | www.alpine-securities.com
 Member NASD & SIPC